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ing the running of the statute of limitations as to a party who obstructs the bringing of suit, during the period of such obstruction, held an instruction that the statute's running was suspended as to defendant bank during the period its codefendant obstructed the prosecution of suit was erroneous.

[Ed. Note.—For other cases, see Limitation of Actions, Cent. Dig. § 477; Dec. Dig. § 99 (1).* 9 Va.-W. Va. Enc. Dig. 419.]

6. Limitation of Actions (§ 99 (1*))—Computation of Period—Silence of Defendant.—Under Code 1904, § 2933, suspending the running of the statute of limitations as to a party who obstructs the bringing of suit, some fraudulent act participated in by the defendant bank, not its mere silence, was essential to such suspension.

[Ed. Note.—For other cases, see Limitation of Actions, Cent. Dig. § 477; Dec. Dig. § 99 (1).* 9 Va.-W. Va. Enc. Dig. 420.]

Error to Hustings Court of Richmond.

Action by the Tidewater Improvement Company, Incorporated, against the Culpeper National Bank, Incorporated, and another. Judgment for plaintiff, and defendant named brings error. Reversed and remanded.

Grimsley & Miller, of Culpeper, for plaintiff in error.

Daniel Grinnan, of Richmond, and *Jeffries & Jeffries*, of Norfolk, for defendant in error.

HIDEN *v.* MAHANES.

June 8, 1916.

[89 S. E. 121.]

1. Mortgages (§ 196*)—Special Provisions—Effect.—A deed of trust of land, duly recorded, containing a provision that mortgagor would not cut, sell, or remove certain timber on the land without the consent of the mortgagee in writing, and that, if permitted to cut the same, the money received would be applied on the secured notes, directly affected the title to the timber growing upon, and constituting a part of, the realty; and a purchaser of the timber was conclusively charged with notice of such provisions, and is liable for the amount not so applied.

[Ed. Note.—For other cases, see Mortgages, Cent. Dig. §§ 503-507; Dec. Dig. § 196.* 10 Va.-W. Va. Enc. Dig. 64.]

2. Mortgages (§ 217*)—Special Contract—Enforcement without Foreclosure.—In view of the special contract in the deed of trust, which it was competent for the mortgagee to make, the trustee could

*For other cases see same topic and KEY-NUMBER in all Key-Numbered Digests and Indexes.

sue the purchaser of the timber before divesting title or right of possession out of the mortgagor by foreclosure.

[Ed. Note.—For other cases, see Mortgagee, Cent. Dig. §§ 559-562; Dec. Dig. § 217.* 10 Va.-W. Va. Enc. Dig. 53.]

3. Estoppel (§ 94 (1)*)—Mortgagees—Permitting Sale of Timber.—Although the mortgagee knew that the defendant had purchased and was cutting the timber, and took no steps to stop him, it appearing that defendant had no knowledge of the provisions in the deed of trust and was in no way influenced by the mortgagee's silence, the mortgagee having the right to assume that the defendant knew of the specific terms of the deed of trust on record, and there was no communication between them, the mortgagee's silence did not estop him from asserting his record title in the public registry, since there was no act done to mislead the defendant, and no duty on mortgagee to speak.

[Ed. Note.—For other cases, see Estoppel, Cent. Dig. §§ 247, 277; Dec. Dig. § 94 (1).* 5 Va.-W. Va. Enc. Dig. 200.]

Error to Circuit Court, Louisa County.

Action by J. G. Hiden, trustee, against Oscar Mahanes. Judgment for defendant, and plaintiff brings error. Reversed and remanded.

J. G. Hiden, of Culpeper, plaintiff in error.

Gordon & Gordon, of Louisa, for defendant in error.

CITY OF RICHMOND *v.* I. J. SMITH & CO., Inc.

June 8, 1916.

[89 S. E. 123.]

1. Municipal Corporations (§ 360 (3)*)—Public Improvements—Bridges—Specification—"Plus or Minus"—"Approximate."—Where blueprints furnished prospective bidders on municipal bridge construction showed depth of bedrock at a certain number of feet "approximate" and "plus or minus," such words covered only negligible deviations from entire accuracy, and not substantial variations.

[Ed. Note.—For other cases, see Municipal Corporations, Cent. Dig. § 892; Dec. Dig. § 360 (3).* 10 Va.-W. Va. Enc. Dig. 208.]

For other definitions, see Words and Phrases, First and Second Series. Approximate.]

2. Municipal Corporations (§ 374 (4)*)—Public Improvements—Bridges—Specifications—Evidence.—Where the prints furnished prospective bidders on municipal bridge construction showed depth of bedrock "approximately," and the contract provided that no claim shall be allowed for extra work unless done under written order of

*For other cases see same topic and KEY-NUMBER in all Key-Numbered Digests and Indexes.